DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 108-Prosecution and Progress

Delete Subsection 108.08 and substitute the following:

108.08 Failure or Delay in Completing Work on Time

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Schedule of Deductions for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day, Completion Date or Available Day
$0	$500,000	$84
$500,000	$1,000,000	$151
$1,000,000	$2,000,000	$247
$2,000,000	$5,000,000	$391
$5,000,000	$10,000,000	$713
$10,000,000	$20,000,000	$1191
$20,000,000	$40,000,000	$1869
$40,000,000	――	$5089

For each Calendar Day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

The Department may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

A. Liquidated Damages

The amount of such charges is hereby agreed upon as fixed liquidated damages due the Department after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Department and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the Department as a result of the failure on the part of the Contractor to complete The Work on time.

1. **Deduction From Partial Payments:** Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. **Deduction From Final Payment:** The full amount of liquidated damages will be deducted from final payment to the Contractor and/or his Surety.
3. **No Liquidated Damages Charged for Delay by the Department:** In case of default of the Contract and the subsequent completion of The Work by the Department as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of The Work by the Department due to any unreasonable action, negligence, omission, or delay of the Department. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

B. No Waiver of Department's Rights

Permitting the Contractor to continue and finish The Work or any part of it after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the Department under the Contract.

Office of Construction